



**CLAY COUNTY**  
**DEPARTMENT OF PURCHASING AND CONTRACT SERVICES**  
**REQUEST FOR PROPOSAL (RFP)**

**RFP NO.:** 05-15  
**TITLE:** Stormwater Services & Consulting  
**ISSUE DATE:** 01/07/15

**BUYER:** Julie Lombard  
**PHONE NO.:** (816) 407-3634  
**E-MAIL:** [JLombard@claycountymo.gov](mailto:JLombard@claycountymo.gov)

**PROPOSAL RESPONSES MUST BE RECEIVED BY NO LATER THAN (“CLOSE/RETURN DATE and TIME”):**  
**02/04/15 AT 2:00 PM CENTRAL TIME**

**MAILING INSTRUCTIONS:** Print the SEALED BID LABEL found in Attachment 2 or type **RFP Number, RFP Title** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals **must** be in Clay County Purchasing office prior to the return date and time.

**RETURN PROPOSAL TO:** **CLAY COUNTY ~ DEPARTMENT OF PURCHASING & CONTRACT SERVICES**  
**ADMINISTRATION BUILDING**  
**1 COURTHOUSE SQUARE, 3<sup>RD</sup> FLOOR,**  
**COMMISSION FRONT DESK RECEPTION AREA**  
**LIBERTY, MO 64068**

**CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR**

**DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:**

**PLANNING AND ZONING**  
**234 W. SHRADER, SUITE C**  
**LIBERTY, MISSOURI 64068**

By signing this RFP cover page, the offeror shall hereby declare understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Contract Terms and Conditions. The offeror shall further agree that the language of this RFP shall govern in the event of a conflict with his/her proposal. In addition, the offeror shall further agree that upon receipt of an authorized purchase order from Clay County or when a Contract Resolution is signed and issued by an authorized official of Clay County, a binding contract shall exist between the offeror and Clay County.

**SIGNATURE REQUIRED**

<b>Company Name</b>		<b>Authorized Representative (Print)</b>		<b>Title</b>	
<b>Street Address</b>		<b>Authorized Signature</b>			
<b>City/State/Zip</b>	<b>County</b>	<b>Date</b>		<b>Company Tax ID No.</b>	
<b>Telephone No.</b>	<b>Facsimile No.</b>	<b>E-Mail</b>			
<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt					
<b>Vendor Tax Filing Type With IRS (Check One)</b>					

## 1. INTRODUCTION AND GENERAL INFORMATION

*This section of the RFP includes a brief introduction and background information about the intended acquisition for which the requirements herein are written. The contents of this section are intended for informational purposes and do not require a response.*

### 1.1 Purpose:

1.1.1 This document constitutes a request for competitive, sealed proposals from prospective offerors for **Stormwater Services & Consulting** for the Planning and Zoning Department in accordance with the requirements and provisions stated herein.

1.1.2 RFP Document Contents: This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

Section 1:	Introduction and General Information
Section 2:	Scope of Work/Functional Specifications
Section 3:	Performance Requirements
Section 4:	Proposal Submission Information
Section 5:	Contractual Terms and Conditions
Section 6:	Evaluative Information
Exhibit A:	Pricing
Exhibit B:	Experience and Expertise
Exhibit C:	Method of Performance
Exhibit F:	Business Entity Certification, Enrollment Documentation and Affidavit of Work Authorization

Attachment 1: SAMPLE Resolution Agreement (contract cover page)

Attachment 2: SEALED BID LABEL

Attachment 3: URS final Water Quality Report dated May 2012 (separate downloadable document)

Attachment 4: NPDES Phase II MS4-A-1-Clear Creek Area Map (separate downloadable document)

Attachment 5: NPDES Phase II MS4-A-2-Fishing River Area Map (separate downloadable document)

### 1.2 RFP Questions:

1.2.1 Questions and issues relating to the RFP must be directed to the Purchasing Manager, Julie Lombard. It is preferred that questions be e-mailed to [JLombard@claycountymo.gov](mailto:JLombard@claycountymo.gov).

1.2.2 **All questions and issues should be submitted no later than 01/19/15.** If not received prior to the aforementioned date, the Clay County Purchasing Agent may not be able to fully research and consider the respective questions or issues.

1.2.3 Questions and issues necessitating requirement changes or clarifications will result in an addendum to the RFP. As a result, some questions and issues may not result in a direct response to the inquiring vendor. There shall be no posted written records of the questions/communications (i.e. formal question/answer document).

### 1.3 Offeror's Contacts:

1.3.1 Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any other Clay County employee regarding any of these matters during the solicitation and evaluation process.

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Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should only contact the buyer of record.

#### 1.4 Background Information:

1.4.1 The Clay County Planning & Zoning Department administers and oversees all aspects of planning, development, and construction activities on land. Rezonings, Subdivisions, Conditional Use Permits (CUPS), Building Permits, Floodplain Development Permits (FDP), and various other activities - all are handled by the Planning & Zoning Department. Planning & Zoning Department's Stormwater management information can be found on the following website: [https://www.claycountymo.gov/Planning\\_and\\_Zoning/Environmental/Stormwater\\_Resources](https://www.claycountymo.gov/Planning_and_Zoning/Environmental/Stormwater_Resources).

1.4.2 Stormwater management is a requirement of all development within unincorporated Clay County. Stormwater management shall be in accordance with the requirements of Section 151-11.2 of the [Clay County Land Development Code \("LDC"\)](#).

a. Other specific stormwater requirements are noted in the following documents:

- 1) [Stormwater Management/Design Criteria - Section 151-8.12 of the LDC](#)
- 2) [Drainage Easements - Section 151-8.15 of the LDC](#).
- 3) Erosion and Sediment Control Regulations - Section 151-8.19 of the LDC
- 4) [Technical Specifications for Public Improvement Projects](#)  
(administered by [Highway and Transportation Department](#))
- 5) [Design Criteria for Public Improvement Projects](#)  
(administered by [Highway and Transportation Department](#))

1.4.3 The RFP 05-15 has two main components:

- a. **NPDES Phase II MS4 Water Quality Study:** Replace expired contract RFP 05-11 awarded to URS Corporation. Clay County Planning & Zoning Department has a need to update the National Pollution Discharge Elimination System (NPDES) Phase II MS4 monitoring services with specific need for Water Quality sampling, testing and report services. The awarded contractor shall comply with the industry standards and provide necessary data to fulfill the requirements and practices of NPDES Phase II MS 4 monitoring services. Refer to Attachment 3 for the URS final report dated May 2012.
- b. **General Stormwater Consulting Services:** In addition, the Planning and Zoning Department desires to have on-going General Stormwater Consulting Services to be provided as needed, if needed. The general purpose of this general Stormwater consulting service will be to enhance the NPDES Phase II MS4 compliance. The contractor shall provide civil engineering and environmental services related to stormwater management, stream restoration, and environmental analysis. In addition, the contractor shall provide specialized services including inspection and assessment of existing stormwater infrastructures throughout Clay County as directed by the Clay County Planning & Zoning Department. The contractor shall assist Clay County to stay within NPDES Phase II MS4 regulations and meet minimum control measures (MCMs).

1.4.4 Clay County operates under the State of Missouri Master General Permit # MO-R040000 as an individual Small MS4 (Municipal Separate Storm Sewer System).

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- 1.4.5 Although an attempt has been made to provide accurate and up-to-date information, Clay County does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

## 1.5 Attachments:

- 1.5.1 The offeror is advised that attachment(s) exist to this document, which provide additional information and instruction. However, due to the size of the electronic files, they are not able to be incorporated into this document but, instead, must be downloaded from the Clay County online bidding website. Please refer to:

<https://www.claycountymo.gov/bids/current> or go to  
<https://www.claycountymo.gov/Purchasing/DemandStar>.

- 1.5.2 The attachment(s) shall be separate downloadable documents located on the same web page where the RFP document is downloadable. It shall be the sole responsibility of the offeror to obtain the attachment(s). The offeror shall not be relieved of any responsibility for performance under the contract due to the failure of the offeror to obtain copies of the attachment(s).

- 1.5.3 The following describes the separate downloadable Attachment(s) to this RFP:

- a. Attachment 3: URS final Water Quality Report dated May 2012
- b. Attachment 4: NPDES Phase II MS4-A-1-Clear Creek Area Map
- c. Attachment 5: NPDES Phase II MS4-A-2-Fishing River Area Map

## 1.6 Definitions: *The following definitions shall apply throughout this document:*

- 1.6.1 **“Addendum”** shall mean a written, official modification to an RFP.
- 1.6.2 **“Amendment”** shall mean a written, official modification to an awarded contract as approved by the Clay County Commission.
- 1.6.3 **“Attachment”** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- 1.6.4 **“Buyer”** shall mean the procurement staff member of Clay County Purchasing Agent. The **Contact Person** as referenced herein is usually the Buyer.
- 1.6.5 **“Contract”** shall mean a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services. All contracts must be approved by the Clay County Commission.
- 1.6.6 **“Contractor”** shall mean a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- 1.6.7 **“Entity”** shall mean the unit of Clay County government in the state of Missouri for which the equipment, supplies, and/or services are being purchased by the **Clay County Purchasing Agent (CCPA) via the Department of Purchasing and Contract Services (DP&CS)**. The entity is also often referred to as **“the County”**. The entity is also responsible for payment.
- 1.6.8 **“Exhibit”** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- 1.6.9 **“May”** shall mean that a certain feature, component, or action is permissible, but not required.

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- 1.6.10 **“Must”** shall mean that a certain feature, component, or action is a mandatory condition.
- a. The offeror’s proposal response shall not take exception to or conflict with the mandatory requirements of the RFP (denoted by the words “must” and “shall”). Failure to fulfill mandatory requirements shall make the offeror’s proposal response to be considered unacceptable and thus may result in the proposal response no longer being given consideration in the evaluation process. Clay County shall not award a noncompliant proposal.
- 1.6.11 **“Offeror”** shall mean the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- 1.6.12 **“Pricing Page(s)”** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- 1.6.13 **“Proposal Opening Date and Time”** and similar expressions shall mean the exact deadline required by the RFP for the receipt of sealed proposals.
- 1.6.14 **“Request for Proposal (RFP)”** shall mean the solicitation document issued by the DP&CS to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Addendums thereto.
- 1.6.15 **“RSMo (Revised Statutes of Missouri)”** refers to the body of laws enacted by the Legislature which govern the operations of all public governmental entities of the state of Missouri. Chapter 50 of the statutes is the primary chapter governing the operations of DP&CS.
- 1.6.16 **“Shall”** shall have the same meaning as the word “must”.
- 1.6.17 **“Should”** means that a certain feature, component and/or action is desirable but not mandatory.
- 1.6.18 **“Vendor”** shall have the same meaning as the word “Offeror”.

## 1.7 Estimated Quantities:

- 1.7.1 The quantities indicated in this Request for Proposal are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. Clay County shall not make guarantees about single order quantities or total aggregate order quantities.
- 1.7.2 The County shall not guarantee any minimum or maximum amount of the contractor’s products/services that may be required under the contract. The contractor shall provide products/services on an as needed, if needed basis. The County shall not guarantee any usage of the contract whatsoever.

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## 2. SCOPE OF WORK / PERFORMANCE SPECIFICATIONS

*This section of the RFP includes requirements as well as desirable attributes and provisions relating specifically to the scope of work requirements of the Clay County Entity. The contents of this section include mandatory requirements that will be required of the successful offeror and subsequent contractor. The offeror is requested to provide responses to the requirements/desired attributes in this section pursuant to the directions identified herein. The offeror's response, whether responding to a mandatory requirement or a desired attribute, shall be binding in the event the proposal is accepted by Clay County. The offeror must provide all costs necessary to meet the mandatory requirements and the fulfillment of any desirable attributes by the offeror (if any) in the appropriate sections of Exhibit A, Pricing Pages.*

### 2.1 General Requirements:

- 2.1.1 The contractor must provide Stormwater Services & Consulting, which meets or exceeds the specifications contained in this document.
- 2.1.2 The contractor shall update the existing "NPDES Phase II MS4 Stormwater Inspection and Sampling" that was established by the previous contractor URS Corporation.
- 2.1.3 The contractor consultant shall assist Clay County and our municipal partners in reviewing and optimizing the stormwater management requirements to all Clay County to remain in compliance with EPA NPDES Phase II MS4 requirements while preserving the high standard of flood control and environmental protection for County residents.
- 2.1.4 The County is seeking to identify qualified firm(s) with experience in stormwater management, wetland regulation, economic development, water quality, environmental services, comprehensive stormwater management ordinance creation, and federal, state, and local stormwater/environmental legislation and regulations. As the range of experience required is broad, the County will consider firms in partnership without prejudice. The County also reserves the right to award the contract to multiple firms based on their individual expertise.
- 2.1.5 The County seeks qualified consultants to provide, on an on-call or as needed basis, various unspecified surveying and general stormwater management services.
- 2.1.6 The County anticipates that the services desired will involve completing complex, time consuming tasks for projects that must be completed within strict time frames and that cannot be absorbed into the existing County staff workloads or schedules. The contractor's tasks may include, but are not limited to the following services. The contractor must be capable of providing such task services at the request of the County:
- a. Review and make recommendations on critical or complex drainage computations for compliance with County drainage design criteria, standards, and master plans.
  - b. Investigation of emergency or critical drainage issues and the preparation of solutions for the drainage problems.
  - c. Design of emergency or critical stormwater projects to alleviate stormwater flooding or water quality issues.
  - d. Assist the County with emergency damage assessments and debris management. As necessary, provide plans, specifications and cost estimates.  
Review of complex stormwater management elements of Missouri Department of Transportation (MoDOT) projects for compliance with applicable master plans.
  - e. Advise and consult with the County on other critical or complex flood and water quality Stormwater Management issues as requested.

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- f. Design and permitting of stream restoration and channel stabilization projects, including coordination with regulatory agencies.
  - g. Conduct and prepare physical topographic surveys, cross sections, easement and property acquisition plats.
  - h. Stormwater Management Services
- 2.1.7 The selected firm shall perform all professional stormwater management services to the reasonable satisfaction of the County's Director of Planning and Zoning Department, or his/her designee, in conformance with sound professional practices, and in the best interest to the County.
- 2.1.8 All Work performed by the Contractor under the contract shall meet all applicable state and local building codes, ordinances and regulations and the contractor shall be required to obtain all required licenses, permits and inspections.
- 2.1.9 The contractor shall provide the following Stormwater Services:
- a. Develop methods for analyzing Stormwater Outfalls for compliance with NPDES Phase II MS4 Permit requirements,
  - b. Identify and map all outfalls and document any dumping of trash or debris inside the two (2) approved NPDES Phase II MS4 Clay County Outfall Areas:
    - 1) A-1: Clear Creek
      - approx. ¼ square mile in size, Map 1, USGS Kearney, 39094-C3-TF-024
      - See Attachment 4 for location map (recommend printing out in color)
    - 2) A-2: Fishing River and tributary
      - approx. ½ square mile in size, Map 2, USGS Kearney SW, 39094-C4-TF-024
      - See Attachment 5 for location map (recommend printing out in color)
  - c. Drive to site and perform "Stream Walks", or physical onsite inspection(s)
  - d. Water Quality Monitoring, which shall include but not be limited to the following:
    - 1) Assess local watershed conditions to identify any potential sources of pollution,
    - 2) Pinpoint appropriate water quality sampling locations (both wet and dry weather),
    - 3) Perform visual inspection and take photographic records of water quality conditions prior to sampling,
    - 4) Obtain water quality samples at sampling locations (both wet and dry weather),
    - 5) Perform water quality testing on obtained samples, which includes testing for:
      - pH,
      - TSS,
      - Nitrogen,
      - Phosphorus,
      - Sulfate,
      - COD,
      - BOD,
      - TPH,
      - Oil & Grease,
      - SVOCs,
      - PCBs,
      - Pesticides,
      - Herbicides,
      - plus any other recommended potential contaminants

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6) Assess results from sampling testing and provide reporting that quantifies water quality conditions.

e. Generate final written report describing all stormwater conditions for both Outfall Areas,

f. Make recommendations for any additional water quality monitoring needs.

2.1.10 The contractor shall provide a completed mapping/GIS data and final written report. This report must be submitted to the Clay County Planning & Zoning Department within six (6) months of awarding a contract. The mapping/GIS data and final report shall become the property of Clay County and may be reproduced without compensation.

a. Report should be in electronic format, and mapping/GIS data should be capable of being integrated into the existing Clay County ESRI ArcGIS system.

**2.2 Education & Training:**

2.2.1 At the written request of the Planning and Zoning Department, the contractor shall developed a variety of general awareness training programs and educational materials.

2.2.2 At the request of the Planning and Zoning Department, the contractor’s staff shall assist in development of "Stormwater" informational and educational websites as well as specific training sessions designed for Clay County. Stormwater education materials include brochures, posters, poster boards, commercials, and advertisements to aid in educating the "Public" in a wide variety topics associated with the local watersheds, pollution prevention, identification and reporting of illicit discharges in the community. Training programs include personal presentations, video presentations, and web based applications.

**2.3 Responsiveness:**

2.3.1 The Contractor shall have a point of contact (i.e., voice mail or e-mail) where messages can be left/transmitted. There must be a response from the contractor no later than twenty-four (24) hours from when the message was left/transmitted. Repeated failure to respond within the allotted timeframe shall, at the option of the County, result in termination of the contract.

2.3.2 The County has the option of declaring any needed work to be an emergency. In the event of a natural or manmade disaster or any other catastrophes, the Contractor, when so directed, shall respond within two (2) hours of notification.

**2.4 Vendor Qualifications:**

2.4.1 The contractor must comply with the following minimum qualification requirements:

a. The contractor and/or any subcontractor must have demonstrated recent successful experience within the past five (5) years providing similar general Stormwater Services and Consulting consistent with the description of anticipated Work described herein.

b. The contractor’s assigned project staff must meet or exceed the following minimum qualifications:

- 1) Bachelors degree in civil or environmental engineering or equivalent
- 2) Have a minimum of five (5) years’ experience in Stormwater Services
- 3) Proficiency in GIS and GPS
- 4) Experience in water quality monitoring, mapping, and reporting

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- 5) General knowledge of Clay County, Missouri
- 6) Specific knowledge of EPA Section 319, Clean Water Act, NPDES Phase II, MS4, MO DNR Water Pollution Control Program regulations, and APWA 5600 standards
- 7) General Knowledge of Best Management Practices (BMPs) for Protecting Water Quality, particularly Streambank Protection, Streambank Setbacks, Channel Clearing and Snagging
- 8) Ability to identify and log stormwater outfalls
- 9) Ability to perform hydraulic calculations
- 10) Ability to use GIS and GPS, particularly ESRI products
- 11) Ability to read and interpret construction drawings

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### 3. PROPOSAL SUBMISSION INFORMATION AND REQUIREMENTS:

*This section of the RFP includes information and instructions to the offeror that are integral to vendors offering a proposal. The contents of this section are informational and instructional. Many of the instructional provisions require certain actions by the vendor in offering a proposal.*

#### 3.1 Open Competition/Request For Proposal Document:

- 3.1.1 It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the Department of Purchasing & Contract Services (DP&CS) if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DP&CS, unless the RFP specifically refers the offeror to another contact. Such e-mail, fax, or phone communication should be received at least ten (10) calendar days prior to the official proposal opening date.
- 3.1.2 Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an addendum to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten (10) calendar days prior to the RFP opening date may not be answered.
- 3.1.3 Offerors are cautioned that the only official position of Clay County shall be that which is issued by the DP&CS in the RFP or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- 3.1.4 The DP&CS shall have the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the offeror to monitor the Clay County Current Bidding Opportunities website at: <https://www.claycountymo.gov/bids/current> to obtain a copy of the addendum(s).
- 3.1.5 Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- 3.1.6 Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- 3.1.7 Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- 3.1.8 All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.

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3.1.9 Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.

### 3.2 Preparation and Submission of Proposals:

3.2.1 Proposal Organization: In order to provide optimal readability of their proposal by evaluators, offerors are strongly encouraged to organize their proposal in **Tabbed Sections** as indicated below. Offeror's proposal should be well-organized, straightforward, and easy to review. Poorly organized or responded to proposals may result in reduced subjective evaluation consideration being given under the Method of Performance/Project Approach.

a. Tabbed Sections should be as follows:

- 1) **Tab 1:** Signed RFP Cover Page and any RFP Addendum Cover Pages
- 2) **Tab 2:** Table of Contents
- 3) **Tab 3:** Transmittal Letter/Executive Summary
- 4) **Tab 4:** Exhibit A – Pricing Pages
- 5) **Tab 5:** Exhibit B – Experience and Expertise
- 6) **Tab 6:** Exhibit C – Method of Performance/Project Approach
- 7) **Tab 7:** Exhibit D – Business Entity Certification, Enrollment Documentation and Affidavit of Work Authorization

3.2.2 Conciseness/Completeness of Proposal: It is highly desirable that the offeror respond in a complete, but concise manner. It is the offeror's sole responsibility to submit information in their proposal as it relates to the evaluation categories to allow the County to conduct a complete and efficient evaluation. The County is under no obligation to solicit such information if it is not included in the offeror's response. The offeror's failure to submit such information may cause an adverse impact on the evaluation of their proposal. Information not relevant to the requirements herein or the offeror's proposed solution should be excluded from the offeror's proposal.

- a. **It is recommended that offerors respond to each item or paragraph of the RFP in sequence.** Items not needing a specific vendor statement may be responded to by concurrence or acknowledgement; no response shall be interpreted as an affirmative response or agreement to the Clay County provisions and conditions. Reference to handbooks or other technical materials as part of a response **must not** constitute the entire response and vendor must identify the specific page and paragraph being referenced.
- b. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- c. All proposal documents must be submitted in full (all pages of the RFP shall be either signed or initialed) to be considered responsive. All information must be legible. Any and all corrections and/or erasures must be initialed. Each proposal must be signed in ink by an authorized representative of the offeror and required information must be provided. The contents of the proposal submitted by the successful offeror of this RFP shall include all proposal documents and shall become a part of any agreement award as a result of this solicitation. **The offeror shall initial all pages where the document denotes "Vendor's Initials: \_\_\_"**. Any proposals not complying to this condition may be considered non-responsive and rejected.

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- 3.2.3 **Proposal Copies:** **The offeror's proposal should include an original document, plus four (4) copies for a total of five (5) hard copy documents.** In addition, the offeror should include four (4) complete electronic copies of their proposal in Microsoft compatible format or in .pdf on CD(s) or flash drive(s).
- The offeror should ensure all copies and all media are identical to the offeror's hardcopy original proposal. In case of a discrepancy, the hardcopy shall govern.
  - The front cover of the original hard copy proposal should be labeled "**original**" and the front cover of all copies should be labeled "**copy**."
  - Both the original and the copies should be printed on recycled paper and double sided. All proposals and copies should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves and binding.
- 3.2.4 **Confidentiality of Proposal Information and Delivery Submission:** Each proposal must be submitted in or under cover of a sealed envelope or package to provide confidentiality of the information enclosed. The outside of the envelope/package should be clearly marked with RFP number and the name of the project (RFP Title) as well as the proposal due date listed. All proposals submitted in response to this RFP shall become the property of the County and a matter of public record.
- All proposals and supporting documents will remain confidential until a final agreement has been executed.
  - Open Records: Pursuant to Section RSMo 610.021, the offeror's proposal shall be considered an open record after a contract is executed or all proposals are rejected. **The offeror shall not submit the entire proposal as proprietary or confidential.** The offeror may submit a part of the proposal as confidential, but only if the proprietary or confidential nature of the material is provided for in RSMo 610.021. Proprietary or confidential portions of the offeror's proposal allowed by the statute **must** be separated, sealed, and clearly marked as confidential within the offeror's proposal. Also, the offeror should provide adequate explanation of what qualifies the material to be held as confidential pursuant to the provisions of RSMo 610.021 which may be viewed at the following web site link: <http://www.moga.mo.gov/statutes/C600-699/610000021.HTM>. In the event the vendor claims portions of their proposal response as "confidential", the contractor shall be requested to state prior to contract award that they will defend any action by the public disclaiming such confidentiality.
  - The offeror must allow sufficient time for processing through the County's internal mailroom system. Electronic or faxed proposals shall not be considered unless authorized by the Request for Proposal.
- 3.2.5 **Mailing Instructions:** a "SEALED BID LABEL" is provided in Attachment 2, which should be affixed to the offeror's proposal response. This label should be affixed to the outside of the envelope or package, even if it is a "No Bid" response. Failure to attach the label may result in the offeror's proposal response being opened in error or not being routed the proper location for consideration. No bid shall be accepted after the bid closing date and time specified on the cover page of the RFP. Late proposal responses shall be marked "LATE" and not opened nor given evaluation consideration for potential contract award. IT SHALL BE THE OFFEROR'S RESPONSIBILITY TO ENSURE THAT EACH PROPOSAL RESPONSE HAS BEEN RECEIVED IN A TIMELY MANNER.
- 3.2.6 **Compliance with Requirements, Terms and Conditions:** **Offerors are cautioned that Clay County shall not award a non-compliant proposal.** Consequently, any offeror indicating non-compliance or providing a response in conflict with mandatory requirements, terms, conditions or provisions of the RFP

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shall be eliminated from further consideration for award unless the County exercises its sole option to competitively negotiate the respective proposal(s) and the offeror resolves the noncompliant issue(s).

- a. The offeror is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain terms and conditions which conflict with those of the RFP and its contractual requirements.
- b. In order to ensure compliance with the RFP, the offeror should indicate agreement that, in the event of conflict between any of the offeror's response and the RFP requirements, terms and conditions, the RFP shall govern. Taking exception to the County's terms and conditions may render an offeror's proposal unacceptable and remove it from consideration for award.
- c. Offerors shall deliver a hard copy proposal to DP&CS and must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.

3.2.7 Proposal Response Modifications: A proposal which has been delivered to the DP&CS office, may be modified by signed, written notice which has been received by the DP&CS prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.

3.2.8 Proposal Response Withdrawals: A proposal which has been delivered to the DP&CS office, may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the DP&CS prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.

- a. A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the offeror. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the offeror.

3.2.9 Prohibition of Electronic Submissions of Proposal Responses: Faxed or e-mailed proposal responses **shall not** be accepted, unless otherwise specified in the RFP. However, faxed and e-mail "no bid" notifications shall be accepted.

### 3.3 **Debarment:**

3.3.1 By submission of its proposal response, the vendor shall hereby certify that neither it nor its principals are presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State Department or Agency, including listing in the U.S. General Services Administration's List of Parties excluded from Federal Procurement or Non-Procurement programs. If the vendor is unable to certify any of the statements in this certification, the vendor must attach an explanation to its proposal response.

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### 3.4 Proposal Opening:

- 3.4.1 Proposal openings are public on the opening date and at the opening time specified on the RFP document. At the proposal open date and time, all proposals received will be formally opened. Only the names and location (City, State) of the offerors shall be read at the proposal opening. The contents of the responses shall not be disclosed at this time.
- 3.4.2 Proposals which are not received in the DP&CS office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. **All proposals must be time stamped in at the Commission Front Desk Reception area located at: 1 Courthouse Square, 3<sup>rd</sup> Floor, Liberty, MO 64068.** Late proposals may only be opened under extraordinary circumstances as indicated below:
- a. Under extraordinary circumstances, the Purchasing Agent or designee, may authorize the opening of a late proposal. In such cases, the proposal must have been turned over to the physical control of an independent postal or courier service with promised delivery time prior to the time set for the opening of bids. All such decisions are at the sole discretion of the Purchasing Agent or designee.
  - b. The following guidelines may be utilized to determine the criteria for an extraordinary circumstance:
    - 1) County offices were closed due to inclement weather conditions;
    - 2) Postal or courier services were delayed due to labor strikes or unforeseen "Acts of God"; or
    - 3) Postal or courier service did not meet delivery time promised to the offeror. In such a case, the offeror must provide written proof that promised delivery time was prior to the time set for the opening of bids/proposals.

### 3.5 Proposal Expiration:

- 3.5.1 All proposal responses shall be considered as firm and valid for a period of one hundred twenty (120) calendar days, commencing the date and time of the RFP closing return date and expiring at 5:00 p.m. of the last day. If County extends a closing date through an addendum; the one hundred twenty (120) calendar days shall start from the extended closing date.
- 3.5.2 Unless withdrawn, as provided in this RFP, a proposal response shall be binding on the vendor, and may be received by the County at any time up to and including the proposed RFP closing return date.

### 3.6 Preferences:

- 3.6.1 In the evaluation of proposals, preferences shall be applied in accordance with applicable County Ordinances, applicable Missouri statutes and applicable Executive Orders. Contractors should apply the same preferences in selecting subcontractors.
- 3.6.2 By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the state of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.

### 3.7 Proposal Evaluation and Award:

- 3.7.1 After determining that a proposal satisfies the mandatory requirements, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

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<b>Evaluation Criteria Scoring Category</b>	<b>Maximum Points</b>
Experience and Expertise	40
Method of Performance / Project Approach	20
Cost	40
<b>TOTAL</b>	<b>100</b>

3.7.2 The evaluator(s) shall utilize the following scoring ranges to assess evaluation points based on their subjective judgment of the proposal responses to the aforementioned subjective evaluation criteria.

<b>Subjective Judgment Description</b>	<b>40 Point criteria category</b>	<b>20 Point criteria category</b>
Outstanding/Optimal	34-40	17 – 20
Exceeds Acceptable	27-33	13 – 16
Acceptable/Satisfactory	20-26	9 – 12
Marginal/Inadequate	0-19	0 – 8

3.7.3 Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.

3.7.4 Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DP&CS to be in the best interest of Clay County.

3.7.5 Pricing shall be evaluated at the maximum potential financial liability to Clay County.

3.7.6 Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with Ordinance chapter 37, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.

3.7.7 In the event all offerors fail to meet the same mandatory requirement in an RFP, DP&CS shall have the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DP&CS shall have the right to waive any minor irregularity or technicality found in any individual proposal.

3.7.8 The DP&CS shall have the right to reject any and all proposals.

3.7.9 When evaluating a proposal, the County shall have the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.

3.7.10 Offerors who include an e-mail address with their proposal will be notified of the award results via e-mail.

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- 3.7.11 The DP&CS shall have the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- 3.7.12 The final determination of contract(s) recommendations for award shall be made by DP&CS with signature approval from the County Commission for any awarded contract(s).
- 3.7.13 Competitive Negotiation of Proposals:
- a. The offeror is advised that under the provisions of this Request for Proposal, Clay County Purchasing Agent (DP&CS) reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:
  - b. Negotiations may be conducted in person, in writing, or by telephone.
  - c. Negotiations shall only be conducted with potentially acceptable proposals. DP&CS reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase.
  - d. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
  - e. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless DP&CS determines that a change in such requirements is in the best interest of the County.
  - f. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- 3.7.14 Proposal Presentation and/or Solution Demonstration: After an initial screening process, a proposal presentation and/or a solution demonstration may be conducted with the offeror, if requested by the DP&CS. Attendance cost shall be at the offeror's own expense. All arrangements and scheduling shall be coordinated by the DP&CS.
- 3.7.15 Award Determination: Any award of a contract must be approved by the County Commissioners and shall be made by notification from the DP&CS to the successful offeror. Clay County shall have the right to make awards by item, group of items, or an all or none basis. Clay County may make awards to multiple vendors. The grouping of items and/or multiple vendor awards shall be determined by Clay County based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of Clay County.

### **3.8 Evaluation of Cost:**

- 3.8.1 The offeror must respond to Exhibit A with firm, fixed pricing for all applicable costs necessary to satisfy the requirements of the RFP. All prices quoted shall be firm, fixed for the contract period stated on page one. Unless stated herein, the County shall assume absolutely no other costs exist to satisfy the RFP's requirements. Therefore, the successful offeror shall be responsible for any additional costs.

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3.8.2 The evaluation shall cover the original contract period plus renewal periods. The cost evaluation shall include all mandatory requirements. However, the County reserves the right to evaluate items proposed as optional items, if deemed necessary to meet mandatory requirements.

a. Cost evaluation points shall be determined using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times \begin{matrix} \text{maximum} \\ \text{cost} \\ \text{points} \end{matrix} = \text{Cost evaluation points}$$

**3.9 Evaluation of Experience and Expertise:**

3.9.1 The evaluation of the Experience and Expertise shall be subjective based on fact. Information provided by the offeror in response to Exhibit B of this RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation.

**3.10 Evaluation of Method of Performance/Project Approach:**

3.10.1 The evaluation of the Method of Performance/Project Approach shall be subjective based on fact. Information provided by the offeror in response to Exhibit C of this RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation. Clay County shall have the right to subjectively evaluate the offeror's proposed optional products and/or services within the evaluation category of Method of Performance/Project Approach.

**3.11 Affidavit of Work Authorization and Documentation:**

3.11.1 Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete applicable portions of Exhibit D, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit D must be submitted prior to an award of a contract.

3.11.2 The contractor shall comply with all federal, state or local laws, resolutions, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, Immigration Reform and Control Act (IRCA), EEO and OSHA-type requirements which are applicable to the contractor's performance under this agreement. The contractor shall indemnify and hold the County harmless on account of any violations thereof relating to the contractor's performance under this agreement, including imposition of fines and penalties which result from the violation of such laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

3.11.3 The following requirements shall be adhered to for compliance with the Revised Statutes of Missouri (RSMo):

- a. If the contract amount exceeds \$5,000.00 the contractor must by sworn affidavit and provision of documentation affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the provided services.
- b. The signed affidavit will also affirm that the contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
- c. Effective August 28, 2009; per RSMo, section 292.675:

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- 1) For any construction of public works, contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees that includes a course in construction safety and health approved by OSHA. **All employees are required to complete the program within sixty (60) days of beginning work on such construction projects.**
  - 2) Any employee found on a worksite subject to this section without documentation of the successful completion of the course required shall be afforded twenty (20) days to produce such documentation before subject to removal from the project.
- d. The contractor shall forfeit as a penalty to the public body on whose behalf the contract is made or awarded, two thousand five hundred dollars (\$2,500.00) plus one hundred dollars (\$100.00) for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.
  - e. If the above requirements are not adhered to, all sums and amounts due and owing as a result of any violation of the fore-mentioned shall be withheld from payment.
  - f. Any and all other applicable aspects of the Revised Statutes of Missouri shall be strictly adhered to.

**NOTE: FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REJECTION OF THE OFFEROR'S PROPOSAL.**

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#### 4. CONTRACT TERMS AND CONDITIONS

*This section of the RFP includes contractual requirements and provisions that will govern the contract after RFP award. The contents of this section include mandatory provisions that must be adhered to by Clay County and the contractor unless changed by a contract amendment. Response to this section by the offeror is not necessary as all provisions are mandatory.*

##### 4.1 Contract:

4.1.1 A binding contract shall consist of: (1) the RFP, addendums thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) Clay County's acceptance of the proposal by Contract Resolution notice of award. All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

- a. Order of Precedence: Any inconsistency in the binding contract shall be resolved by giving precedence in the following order:
  - 1) The Clay County RFP including addendums thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions;
  - 2) Written clarification communications between Clay County Purchasing Agent and Offeror (emails, letters, memos, etc. of the proposal), if any that are specifically accepted as included in the Contract Resolution notice of award;
  - 3) The offeror's proposal including any BAFO response(s);
  - 4) Clay County's acceptance of the proposal by Contract Resolution notice of award; and
  - 5) Any boilerplate vendor professional service, licensing, or consulting agreements included as part of the offeror's proposal responses; however, such vendor boilerplate agreements must not conflict with the terms and conditions of the Clay County RFP document.
- b. A notice of award issued by Clay County does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for Clay County, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Clay County entity.
- c. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- d. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and Clay County Purchasing Agent prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

##### 4.2 Non-Exclusive Agreement:

4.2.1 The parties agree that no terms of the contract agreement or attached exhibits shall be deemed to create an exclusive agreement. Clay County shall retain the discretionary right to elect to bid or negotiate with other vendors for any project or services.

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**4.3 Contract Period:**

- 4.3.1 The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the County for any contractual commitment in excess of the original contract period.

**4.4 Renewal Options:**

- 4.4.1 Clay County shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods, or any portion thereof. In the event Clay County exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period. Any increase in cost at the beginning of each renewal period shall be limited to a 3% increase or the current Federal Consumer Price Index (CPI) "CPI-U, All Items" rate, whichever is lower, of the firm, fixed pricing stated within the RFP.

**4.5 Contract Extension:**

- 4.5.1 In the event of an extended re-procurement effort and the contract's available renewal options have been exhausted, Clay County shall have the right to extend the contract. If exercised, the extension shall be for a reasonable period of time not to exceed 120 days as mutually agreed to by the County and the contractor at the same terms, conditions, provisions, and pricing in order to complete the procurement process and to transition to the new contract.

**4.6 Price:**

- 4.6.1 All prices shall be firm, fixed and as indicated in Exhibit A Pricing Pages. Clay County shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Unless stated in Exhibit A, Pricing Pages, the County shall assume absolutely no other costs exist to satisfy the RFP's requirements. Therefore, the awarded contractor shall be responsible for any additional costs.

**4.7 Tax Exempt:**

- 4.7.1 The County and its Departments are exempt from payment of Missouri Sales and Use Tax in accordance with Section 144,040 and 144,615 RSMO 1969 and is exempt from payment of Federal Excise Taxes in accordance with Title 26 United States Code, Annotated from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the state of Missouri.

**4.8 Fund Allocation:**

- 4.8.1 Continuance of any resulting Resolution, Agreement or issuance of Purchase Order shall be contingent upon the available funding and allocation of County funds. The Vendor understands that the obligation of the County to pay for goods and/or services under the agreement shall be limited to payment from available revenues and shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County nor shall anything contained in the agreement constitute a pledge of the general tax revenues, funds or moneys of the County, and all provisions of the contract shall be construed so as to give effect to such intent.

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**4.9 Liabilities:**

- 4.9.1 The contractor shall be responsible for any and all personal injury (including death) or property damage and for the loss of, or damage to, the county's records or data as a result of the contractor's negligence or willful misconduct involving any equipment, product, or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save Clay County, including its entities, employees, and assignees, from every expense, liability, or payment arising out of such negligent or willful act. The contractor also agrees to hold Clay County, including its entities, employees, and assignees, harmless for any negligent or willful act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- 4.9.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by Clay County, including its entities, employees, and assignees.
- 4.9.3 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the County for losses or damages (other than those listed above); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

**4.10 Disclaimer of Liability:**

- 4.10.1 The County, or any County Offices/ Departments, shall not hold harmless or indemnify any vendor/contractor for any liability whatsoever.

**4.11 Indemnity and Hold Harmless:**

- 4.11.1 The contractor agrees to indemnify, release, defend, and forever hold harmless the County, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorney's fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by the contractor, their sub-contractors, employees or agents, and arising out of services performed by the contractor, their subcontractors, employees or agents under this agreement.

**4.12 Law Governing:**

- 4.12.1 The laws of the State of Missouri shall govern this agreement. Any action in regard to the consent or arising out of the terms and conditions shall be instituted and litigated in the courts of the State of Missouri, County of Clay and in no other. In accordance, the parties submit to the jurisdiction of the courts of the State of Missouri and to venue in Clay County.
- 4.12.2 The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- 4.12.3 To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and Clay County.
- 4.12.4 The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.

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4.12.5 The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.

4.12.6 The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

**4.13 Compliance with Applicable Law:**

4.13.1 The contractor shall comply with all federal, state or local laws, resolutions, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, Immigration Reform and Control Act (IRCA), EEO and OSHA-type requirements which are applicable to the contractor's performance under this agreement. The contractor shall indemnify and hold the County harmless on account of any violations thereof relating to the contractor's performance under this agreement, including imposition of fines and penalties which result from the violation of such laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

**4.14 Remedies and Rights:**

4.14.1 No provision in the contract shall be construed, expressly or implied, as a waiver by Clay County of any existing or future right and/or remedy available by law in the event of any claim by Clay County of the contractor's default or breach of contract.

**4.15 Force Majeure:**

4.15.1 The contractor shall not be liable for any excess costs for delayed delivery of goods or services to the Clay County, if the failure to perform the contract arises out of causes beyond the control of, and without the fault or negligence of the contractor. Such causes may include, however are not restricted to: acts of God, fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes. In all cases, the failure to perform must be beyond the control of, and without the fault or negligence of, either the contractor or any subcontractor(s). The contractor shall take all possible steps to recover from any such occurrences. Failure of the contractor to employ adequate personnel to complete the contract requirements shall not constitute a Force Majeure event. The contractor must give written notice of any Force Majeure event to the Clay County entity within twenty-four (24) hours after its occurrence in order to receive the liability protections of this paragraph.

**4.16 Termination:**

4.16.1 Clay County shall have the right to terminate the contract at any time, for the convenience of Clay County, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the County pursuant to the contract prior to the effective date of termination.

4.16.2 If county, state and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract or agreement, or in the event of a change in relevant laws to this contract or agreement, the obligations of each party may, at the sole discretion of Clay County, be terminated in whole or in part, effective immediately or as determined by Clay County, upon written notice to the contractor from the DP&CS.

4.16.3 In the event of termination of the contract or cancellation for material breach, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to

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the terms of the contract shall, at the option of the Clay County entity, become the property of the Clay County entity, as authorized by law.

#### **4.17 Subcontractors:**

- 4.17.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and Clay County and to ensure that Clay County is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between Clay County and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of Clay County prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
- 4.17.2 Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:
- a. the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and
  - b. shall not henceforth be in such violation and
  - c. the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- 4.17.3 Subcontractors Prevailing Wage: If subcontractors are used, the contractor shall require that the subcontractor comply with all Prevailing Wage Act requirements.

#### **4.18 Contractor's Personnel:**

- 4.18.1 The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- 4.18.2 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if Clay County has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the County shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the County. The County may also withhold up to twenty-five percent of the total amount due to the contractor.
- 4.18.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- 4.18.4 If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's

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business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:

- (1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- (2) Provide to the Clay County Department of Purchasing & Contract Services (DP&CS) the documentation required to affirm said company's/individual's enrollment and participation in the E-Verify federal work authorization program.

4.18.5 In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

**4.19 Assignment:**

4.19.1 The contractor shall not transfer, convey, sublet, assign any interest, rights, title, powers to execute in the contract, whether by assignment or otherwise, to any other person, company or corporation without the prior written consent of the Clay County.

**4.20 Insurance:**

4.20.1 The contractor shall understand and agree that Clay County cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect Clay County, its entities, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance shall include an endorsement that adds Clay County as an additional insured.

4.20.2 The contractor shall provide the insurance certificate when County notifies them of Recommendation for Award:

- a. The contractor shall purchase and maintain, at their expense, insurance of such types, and in such amounts as are specified in this RFP, to protect the County and the contractor from claims which may arise out of or result from the contractor's operations under the agreement documents, whether such operations be by the contractor or by any subcontractor:
  - 1) Worker's Compensation Laws
  - 2) Disability Benefit Laws
  - 3) Occupational Sickness or Disease Laws
  - 4) Other similar employee benefit laws
- b. The contractor must also carry liability insurance naming Clay County as "Additional Named Insured" with a \$2,000,000 umbrella.
- c. Failure of the contractor to maintain proper insurance coverage shall not relieve the contractor of any contractual responsibility or obligations. If part of the work is to be subcontracted, the contractor shall either cover any and all subcontractors in contractor's insurance policy or require each subcontractor not so covered, to obtain insurance of same type and with the same limits as the contractor is required to carry. Any payment of an insured loss under policies of property insurance, including but not limited to, the insurance required shall be made payable to the County.

Vendor's Initials: \_\_\_\_\_

- 4.20.3 The contractor shall provide the following insurance coverage and limits of coverage:
- a. Worker's Compensation: Statutory
  - b. Employer's Liability: \$300,000/each employee
  - c. General Liability: \$2,000,000/each occurrence
  - d. Property Damage: \$300,000/each occurrence
- 4.20.4 It shall be the responsibility of the contractor to provide a copy of this proposal to their insurance carrier.
- 4.20.5 It may also be required that the contractor's insurer and coverage be approved by County prior to execution of the contract.
- 4.20.6 No work shall be started until Clay County is in receipt of the contractor's Certificate of Insurance.
- 4.20.7 Insurance certificates shall reference project name and RFP Number and be sent to Clay County Administration Building, Attn: Julie Lombard, Purchasing Manager, 1st floor, Department of Purchasing & Contract Services at 1 Courthouse Square, Liberty, MO 64068.
- 4.20.8 The insurance carrier of the insured shall be required to notify Clay County of termination of any or all of these coverage's, prior to the completion of any contract, at least 30 days prior to expiration.

**4.21 Changes in Insurance Coverage:**

- 4.21.1 The contractor shall notify the County of changes in insurance coverage in writing within 30 days.

**4.22 Insurance Rating:**

- 4.22.1 All of the above-specified types of insurance shall be obtained from companies that have at least an A-VII rating in Best's Guide or the equivalent.

**4.23 Federal Funds Requirement:**

- 4.23.1 The contractor shall understand and agree that this procurement may involve the expenditure of federal funds.
- 4.23.2 In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the County is obtained and unless they clearly state the following as provided by the County:
- a. the percentage of the total costs of the program or project which will be financed with Federal money;
  - b. the dollar amount of Federal funds for the project or program; and
  - c. percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

**4.24 Conflicts:**

- 4.24.1 No salaried officer or employee of the County and no member of the County Commission shall have a financial interest, direct or indirect, in this contract agreement. A violation of this provision renders the

Vendor's Initials: \_\_\_\_\_

agreement void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. The contractor covenants that they presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this agreement. The contractor further covenants that in the performance of this agreement no person having such interest shall be employed.

4.24.2 The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

**4.25 Contractor Status:**

4.25.1 The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of Clay County. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold Clay County, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

**4.26 Coordination:**

4.26.1 The contractor shall fully coordinate all contract activities with those activities of the Clay County entity. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the Clay County entity or the Clay County Purchasing Agent throughout the effective period of the contract.

**4.27 Document Retention:**

4.27.1 The contractor shall retain all books, records, and other documents relevant to the contract for a period of five (5) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the funding entity and stated in the contract. The contractor shall allow authorized representatives of the Clay County entity, state, and federal government to inspect these records upon request. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later. Failure to retain adequate documentation for any product or service billed may result in recovery of payments for product/services not adequately documented.

**4.28 Transition:**

4.28.1 Upon award of the contract, the contractor shall work with the Clay County entity and any other organizations designated by the Clay County entity to insure an orderly transition of services and responsibilities under the contract and to insure the continuity of those services required by the County.

4.28.2 Upon expiration, termination, or cancellation of the contract, the contractor shall assist the County to insure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the County, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities:

- a. The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of

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the contract to the County and/or to the entity's designee within seven (7) calendar days after receipt of the written request in a format and condition that are acceptable to the County.

- b. The contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed one hundred twenty (120) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.
- c. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the County, in order to insure the completion of such service prior to the expiration of the contract.

#### **4.29 Substitution of Personnel:**

4.29.1 The contractor agrees and understands that Clay County's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the Clay County entity. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the Clay County entity's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. Clay County agrees that an approval of a substitution will not be unreasonably withheld.

#### **4.30 Single Point of Contact:**

4.30.1 The contractor must function as the single point of contact for the County, regardless of any subcontract arrangements for all products and services. This shall include assuming responsibility and liabilities for all problems relating to all equipment, products, software and services provided.

#### **4.31 Invoicing and Payment:**

- 4.31.1 Invoices shall be submitted to: Clay County Planning & Zoning Department, Attn: Matt Tapp, 234 W Shrader Street, Suite C, Liberty, MO 64068.
- 4.31.2 Invoices shall contain the following information:
  - a. Contract agreement number,
  - b. description of products/services, and
  - c. prices.
- 4.31.3 Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, Clay County may withhold payment or reject invoices under the contract.
- 4.31.4 Final, accurate invoices are due by no later than thirty (30) calendar days of the expiration of the contract, unless otherwise stated in the contract. Clay County shall have no obligation to pay any invoice submitted after the due date.
- 4.31.5 If a request by the contractor for payment or reimbursement is denied, Clay County shall provide the contractor with the written notice of the reason(s) for denial.
- 4.31.6 If the contractor is overpaid by Clay County, upon official notification by the entity, the contractor shall provide the entity with a check payable as instructed by the entity in the amount of such overpayment. The contractor shall submit the overpayment to the County at the address specified by the County.

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- 4.31.7 Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- 4.31.8 The County assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the County's rejection and shall be returned at the contractor's expense.
- 4.31.9 All invoices for equipment, supplies, and/or services purchased by Clay County shall be subject to late payment charges pursuant to the following:
- a. After the forty-fifth (45<sup>th</sup>) day following the later of the date of delivery of the supplies and services or the date upon which the invoice is duly approved and processed, interest retroactive to the thirtieth (30<sup>th</sup>) day shall be paid on any unpaid balance. The rate of such interest shall be three percentage points above the average predominant prime rate quoted by commercial banks to large businesses, as determined by the Board of Governors of the Federal Reserve System.
- 4.31.10 Clay County shall have the right to purchase goods and services using a Purchasing Card.

**4.32 Contract Monitoring:**

- 4.32.1 The County shall have the right to monitor the contract throughout the effective period of the contract to ensure financial and contractual compliance. If the County determines the contractor to be at high-risk for non-compliance, the County shall have the right to impose special conditions or restrictions. Written notification will be provided to the contractor of the determination of high-risk and of any special conditions or restrictions to be imposed. The special conditions or restrictions may include, but not limited to, those conditions specified below.
- a. Withholding authority to proceed to the next phase of the project until the Clay County entity receives evidence of acceptable performance within a given contract period;
  - b. Requiring additional, more detailed financial reports or other documentation;
  - c. Additional contract monitoring;
  - d. Requiring the contractor to obtain technical or management assistance; and/or
  - e. Establishing additional prior approvals from the County.

**4.33 Property of Clay County:**

- 4.33.1 All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of Clay County. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the County.

**4.34 Inspection and Acceptance:**

- 4.34.1 No equipment, supplies, and/or services received by Clay County pursuant to a contract shall be deemed accepted until the County has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- 4.34.2 The contractor shall understand and agree that all equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, the contractor shall understand and agree that all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor

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upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

4.34.3 Clay County shall have the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

4.34.4 Clay County's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the County may have.

**4.35 Warranties:**

4.35.1 The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to the DP&CS, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be of good materials and workmanship, and (4) be substantially free from defect.

4.35.2 Such warranty shall survive delivery and shall not be deemed waived either by reason of the County's acceptance of or payment for said equipment, supplies, and/or services.

**4.36 Safety:**

4.36.1 The contractor shall understand and agree that all practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

**4.37 Applicable Codes and Ordinances:**

4.37.1 The contractor shall hereby certify that all materials used conform to all articles and sections of all current applicable National Building Codes and other relevant construction-related codes. Workmanship and materials shall conform to all local applicable codes and ordinances.

**4.38 Breach of Contract and Contract Cancellation:**

4.38.1 In the event of material breach of the contractual obligations by the contractor, Clay County may cancel the contract. At its sole discretion, the County may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 business days from notification, or at a minimum the contractor must provide the County within 10 business days from notification a written plan detailing how the contractor intends to cure the breach.

4.38.2 If the contractor fails to cure the breach or if circumstances demand immediate action, the County will issue a notice of cancellation terminating the contract immediately. If it is determined the County improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.

4.38.3 If the County cancels the contract for breach, the County shall have the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the County deems appropriate and charge the contractor for any additional costs incurred thereby.

4.38.4 Notice of Default: In the event the contractor fails to cure the breach to the satisfaction of County within 10 days, or within the written cure plan as agreed to by the County, the County may elect to do all or any of the following:

Vendor's Initials: \_\_\_\_\_

- a. The County may elect to remedy the default by curing the default with department staff or contracting with another vendor to do the work in question. In this event, the contractor shall be invoiced the costs incurred by the County plus an additional fifty percent (50%).
- b. The County may immediately prohibit the contractor from having access to the property or conducting business on the property.
- c. The County Commission, after consideration of the default, may terminate the agreement. In this event, the contractor shall be required to immediately vacate the premises, shall not be entitled to any additional opportunities to remedy the default and shall not be entitled to any additional compensation.

4.38.5 Non-Appropriation of Funds: The contractor understands and agrees that funds required to fund the contract must be appropriated by the County Commission for each fiscal year included within the contract period. The contract shall not be binding upon the County for any period in which funds have not been appropriated, and the County shall not be liable for any costs associated with termination caused by lack of appropriations.

#### **4.39 Communications and Notices:**

4.39.1 Any notice to the offeror/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail with confirmed receipt or hand-carried and presented to an authorized employee of the offeror/contractor.

#### **4.40 Bankruptcy or Insolvency:**

4.40.1 Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DP&CS immediately.

4.40.2 Upon learning of any such actions, the County shall have the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

#### **4.41 Non-Discrimination and Affirmative Action:**

4.41.1 In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

4.41.2 If discrimination by a contractor is found to exist, the County shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or

Vendor's Initials: \_\_\_\_\_

debarment by the County until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

**4.42 Americans with Disabilities Act:**

4.42.1 In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

**4.43 Drug Free Workplace:**

4.43.1 The contractor (whether an individual or company) shall agree to provide a drug free workplace.

**4.44 Titles:**

4.44.1 Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Vendor's Initials: \_\_\_\_\_

**EXHIBIT A  
PRICING PAGES**

**PRICING TABLE 1: REQUIRED PRICING**

The offeror shall complete the following pricing table(s) (or in a form similar to the pricing tables) and provide firm, fixed pricing necessary to meet the mandatory requirements of the RFP. All travel expenses must be included within the pricing listed in the table below. The County shall not separately reimburse for travel expenses.

DESCRIPTION	UNIT OF MEASURE	FIRM, FIXED COST
Kickoff meeting	Total	\$
Pre-Site visit Desktop Survey, Background Data	Total	\$
Site Visit – GPS Outfalls	Total	\$
Discuss findings with County	Total	\$
Conduct Sample Event 1 (WET)	Total	\$
Data Review of Lab Analysis	Total	\$
Discuss findings with County regarding Event 1 (WET) results	Total	\$
Conduct Sample Event 2 (DRY)	Total	\$
Data Review of Lab Analysis	Total	\$
Discuss findings with County regarding Event 2 (DRY) results	Total	\$
Submit Finalized Written Report to County	Total	\$
<b>GRAND TOTAL:</b>		<b>\$</b>

**PRICING TABLE 2: OTHER REQUIRED PRICING**

The offeror must state below all other applicable costs necessary to satisfy the mandatory requirements of the RFP. Unless stated in Exhibit A, the County shall assume that absolutely no other fees or charges, including upgrade fees, will be assessed to the County whatsoever in connection with the provision of consulting services herein and to satisfy the RFP requirements.

DESCRIPTION/COMMENTS	UNIT OF MEASURE	UNIT PRICE

Vendor’s Initials: \_\_\_\_\_

**EXHIBIT A - Continued  
PRICING PAGES**

**PRICING TABLE 3: OPTIONAL PRICING**

The offeror may provide firm, fixed pricing for optional features, expansion options and/or enhancements for the proposed Stormwater Consulting Services solution. Also list any pricing discounts.

DESCRIPTION/COMMENTS	UNIT OF MEASURE	UNIT PRICE

**PRICING TABLE 4: FEE SCHEDULE**

If additional services are requested by the County, the contractor shall prepare and submit to the County an estimate of the total cost associated with such additional services. The offeror must indicate in the pricing table below the firm, fixed hourly rates for the personnel job classifications that may be necessary to fulfill the requirements of the RFP.

**TASK/PERSONNEL BREAKDOWN  
SCHEDULE OF HOURLY BILLING RATES FOR SERVICES**

PERSONNEL CLASSIFICATION	TYPICAL WORK TASKS	HOURLY RATE
Ecologist / Field Team Leader		\$
Field Investigator		\$
GIS Specialist		\$
Environmental Scientist		\$
Report Writer / Education Marketing		\$
Project Manager		\$
Stormwater Infrastructure Civil Engineer		\$

Vendor's Initials: \_\_\_\_\_

**EXHIBIT B  
Experience and Expertise  
(evaluation value 40 points)**

The evaluation of the offeror's experience and expertise shall be subjective based on the requirements stated herein. Therefore, the offeror should present detailed information regarding current and/or prior experiences in providing the services and expertise of the organization as well of its personnel. The County shall have the right to use the information provided herein, including information gained from any other source, in the evaluation process.

**B.1 EXPERIENCE & EXPERTISE:**

1. Describe a brief history of your firm’s organization, number of years in business providing Stormwater consulting services, and locations of principal and branch offices.
2. The offeror should describe any previous public government project experiences within the past five (5) years of a similar nature and complexity in scope, responsibility and services involved as what is described in this RFP. In providing the project summaries the offeror should describe the *relevance* of the projects to the RFP requirement for Stormwater Consulting Services as what is described herein.

From the project summaries provided above, the offeror should provide three (3) references to contact to verify the experience and performance of the offeror. Reference contacts should include name of contact, their telephone number, and email address. *\*Please note that it is the intent of Clay County to contact references via email so please verify that the reference’s email address information is accurate. The evaluator’s inability to contact a reference due to incorrect or inaccurate reference information or failure of the reference contact person to respond shall be considered an invalid reference and thus may result in minimal evaluation consideration in this area of the evaluation.*

*Provide the following information on separate reference tables for each of the three (3) vendor references provided:*

**REFERENCE TABLE**

Reference # ____ of ____	
<b>Customer Organization:</b>	
<b>Location (City &amp; State):</b>	
<b>Name of Reference Contact:</b>	
<b>Title:</b>	
<b>*Email Address:</b>	
<b>Telephone Number:</b>	
<b>Contract or Service Period (dates of services):</b>	
<b>Brief Description of Services provided</b>	

3. Explain how your company is recognized as a leader in the Stormwater Consulting industry. Please describe any awards, recognition, and/or other achievements of your organization as it relations to the provision of Stormwater Services & Consulting.

Vendor’s Initials: \_\_\_\_\_

**EXHIBIT B – Continued  
Experience and Expertise**

4. The offeror should list the key personnel proposed by the offeror and any subcontractor (the hourly rates for these key personnel must be specified in Exhibit A, Pricing Table A.4). The offeror should provide detailed information about the experience, expertise and qualifications of the key staff assigned to this project. Identify whether the staff is that of the contractor or subcontractor. **At a minimum the key personnel should include:**
- Ecologist / Field Team Leader
  - Field Investigator
  - GIS Specialist
  - Environmental Scientist
  - Project Manager
  - Report Writer / Education Marketing
  - Stormwater Infrastructure Civil Engineer

The offeror should provide the following information for each key personnel:

- Name,
- Job Title/Project Role,
- Number of years’ experience at current job title/project role
- Education,
- Training/Certifications/Licenses/Membership Registrations pertinent to the RFP scope of work
- Stormwater Consulting Industry/Business experience within the past five (5) years as it relates to the RFP scope of work.
- Indicate their tenure with the offeror’s company

If staff is not yet hired, the offeror should provide:

- Detailed descriptions of the required employment qualifications
- Detailed job descriptions of the position to be filled, including the type of individual proposed to be hired

Vendor’s Initials: \_\_\_\_\_

**EXHIBIT C**  
**Method of Performance/ Project Approach**  
**(evaluation value 20 points)**

The evaluation of the offeror’s proposed method of performance/project approach shall be subjective based on the requirements stated herein. Therefore, the offeror should present detailed information regarding the proposed method of performance/project approach. The County shall have the right to use this information, including information gained from any other source, in the evaluation process.

It is the offeror's responsibility to make sure all products/services proposed are adequately described. It should not be assumed that the evaluator has specific knowledge of the services proposed; however, the evaluator does have sufficient technical/business background to conduct an evaluation when presented complete information.

**C.1 METHOD OF PERFORMANCE/ PROJECT APPROACH INFORMATION:**

1. **Offerors should respond to each item or paragraph of the RFP in Sections 2 (Scope of Work) in sequence.** Items not needing a specific vendor statement may be responded to by concurrence or acknowledgement; no response shall be interpreted as an affirmative response or agreement to the Clay County provisions and conditions. Reference to handbooks or other technical materials as part of a response **must not** constitute the entire response and the offeror must identify the specific page and paragraph being referenced.

- *For each of the specifications described in section 2, the offeror should describe how (including the process involved) the requirements will be fulfilled by the proposed solution and to what degree the desirable specifications are met and/or exceeded.* Where appropriate provide sample reports, photographs of previous work performed, and any other documentation that demonstrates your organization’s methodology and project approach in providing the services described in the RFP.

- This description should also include by whom, when, with what, why, where, etc., the requirements will be satisfied. PLEASE USE THE SAME PARAGRAPH NUMBERING SCHEME OF THE RFP WHEN RESPONDING TO EACH SPECIFICATION. The offeror should present a detailed description of all products and services proposed in the response to this Request for Proposal. It is the offeror's responsibility to make sure all products/services proposed are adequately described. It should not be assumed that the evaluator has specific knowledge of the products/services proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.

Vendor’s Initials: \_\_\_\_\_

**EXHIBIT D  
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,  
AND AFFIDAVIT OF WORK AUTHORIZATION**

**BUSINESS ENTITY CERTIFICATION:**

**The offeror must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.**

**BOX A:** To be completed by a non-business entity as defined below.

**BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm).

**BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Clay County Entity including the Clay County Purchasing Agent.

**Business entity**, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

**BOX A – CURRENTLY NOT A BUSINESS ENTITY**

I certify that \_\_\_\_\_ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, as stated above, because: (check the applicable business status that applies below)

I am a self-employed individual with no employees; **OR**  
 The company that I represent utilizes the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under RFP No 05-15 and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, \_\_\_\_\_ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide Clay County with all documentation required in Box B of this exhibit.

_____ Authorized Representative’s Name (Please Print)	_____ Authorized Representative’s Signature
_____ Company Name (if applicable)	_____ Date

Vendor’s Initials: \_\_\_\_\_

**EXHIBIT D, continued**

**BOX B – CURRENT BUSINESS ENTITY STATUS**

*(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with Clay County, Missouri. If completing Box B, do not complete Box C.)*

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

\_\_\_\_\_  
Authorized Business Entity  
Representative's Name  
(Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

As a business entity, the offeror must perform/provide the following. The offeror should check each to verify completion/submission:

- Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror's name and the MOU signature page completed and signed, at minimum, by the offeror and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the offeror's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

Vendor's Initials: \_\_\_\_\_

**EXHIBIT D, continued**

**AFFIDAVIT OF WORK AUTHORIZATION:**

The offeror who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now \_\_\_\_\_ (Name of Business Entity Authorized Representative) as \_\_\_\_\_ (Position/Title) first being duly sworn on my oath, affirm \_\_\_\_\_ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with Clay County for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that \_\_\_\_\_ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
E-Verify Company ID Number

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_. I am  
(DAY) (MONTH, YEAR)  
commissioned as a notary public within the County of \_\_\_\_\_, State of  
(NAME OF COUNTY)  
\_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Date

Vendor's Initials: \_\_\_\_\_

EXHIBIT D, continued

**BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS**

*(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with Clay County. If completing Box C, do not complete Box B.)*

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Clay County entity that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror’s name and the MOU signature page completed and signed by the offeror and the Department of Homeland Security – Verification Division.
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Clay County Entity** to which previous E-Verify Documentation submitted: \_\_\_\_\_

**Date** of Previous E-Verify Documentation Submission: \_\_\_\_\_

Previous **Bid/Contract Number** for which previous E-Verify Documentation submitted:

\_\_\_\_\_  
(if known)

_____ Authorized Business Entity Representative’s Name (Please Print)	_____ Authorized Business Entity Representative’s Signature
_____ E-Verify MOU Company ID Number	_____ E-Mail Address
_____ Business Entity Name	_____ Date

**FOR COUNTY USE ONLY:**

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

Vendor’s Initials: \_\_\_\_\_

**ATTACHMENT 1  
SAMPLE AGREEMENT**

The County has included with this RFP a sample agreement for the services requested. This sample is provided for illustrative purposes only. The County shall have the right to submit an agreement which differs from the following example.

RESOLUTION/AGREEMENT #2014-~~XXX~~  
RFP No. 05-15

This AGREEMENT, made and entered into this **DATE** day of **MONTH** 20**\_\_**, by and between Clay County, Missouri, hereinafter referred to as “County,” and **XYZ Company**, a corporation in the State of **STATE**, hereafter referred to as “Vendor.” Witnesseth, that:

**WHEREAS, Vendor** has offered to provide the services described in APPENDIX A, in consideration of the payment terms/fee schedule(s) described in APPENDIX B, subject to the General Conditions described in APPENDIX C; and

**WHEREAS,** The County desires to engage Vendor to provide such services.

**NOW, THEREFORE,** in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

1. The County employs vendor to provide the services hereinafter set forth.
2. **PRODUCTS AND/OR SERVICES:** The contractor represents that it is equipped, competent, and able to provide, and that it will provide all products and/or services hereinafter set forth in a diligent, competent, and workmanlike manner. Contractor will provide all such products and/or services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: County’s Request for Proposal No.05-15 (hereinafter “RFP”); the Contractor’s Response to the RFP, (“Proposal”), which includes *(specify any clarification documentation such as emails, letters, BAFO responses, etc that is incorporated as part of the vendor’s proposal response)*; Payment Terms/Fee Schedule(s), attached hereto as **APPENDIX A**; Scope of Work (“Scope”), attached hereto as **APPENDIX B**; and Contract Terms and Conditions, attached hereto as **APPENDIX C**. In the event of any conflict between provisions in the appendices attached herein, the provisions set forth in APPENDIX C shall control.
3. **PAYMENT AND ADDITIONAL SERVICES:** If additional services are requested by the County, the contractor shall prepare and submit to the County an estimate of the total cost associated with such additional services. The County will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the County to the contractor for such approved additional services shall not exceed the approved amount. The contractor’s fees for additional services shall be billed on an hourly basis at contractor’s current standard rates as specified in Exhibit A of the contract agreement.
4. **TERM:** The Contract Agreement’s initial contract period shall be from **MONTH, DAY, YEAR** to **MONTH, DAY, YEAR**. Pricing shall remain the same firm, fixed amounts as specified in APPENDIX A for the duration of the contract, unless otherwise stated within the contract agreement. Clay County shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods, or any portion thereof. In the event Clay County exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period. Any increase in cost at the beginning of each renewal period shall be limited to a 3% increase or the current Federal Consumer Price Index (CPI) “CPI-U, All Items” rate, whichever is lower, of the firm, fixed pricing stated within the RFP.

Vendor’s Initials: \_\_\_\_\_

5. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the County Commission. The vendor has previously indicated their approval and agreement to enter into a binding contract agreement by virtue of their signature on the RFP cover page thereby declaring their understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained therein and the and the Contract Terms and Conditions.

**WITNESS WHEREOF**, the Clay County represent that the signatories below have full authority and authorization to sign on behalf of the Clay County and hereby accept the proposal response from (insert awarded vendor's name) of (insert Vendor's city, state).

**Approved:**

**COUNTY OF CLAY, MISSOURI  
COUNTY COMMISSION**

\_\_\_\_\_  
County Counselor

By: \_\_\_\_\_  
Presiding Commissioner

**ATTEST:**

Name: \_\_\_\_\_

By: \_\_\_\_\_  
Clerk of the County Commission

Vendor's Initials: \_\_\_\_\_

**ATTACHMENT 2  
SEALED BID LABEL**

PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE

**SEALED BID RESPONSE ENCLOSED**

**DELIVER TO:**

Department of Purchasing & Contract Services  
1 Courthouse Square, 3<sup>rd</sup> Floor,  
Commission Front Desk Reception Area  
Liberty, MO 64068

**BID # 05-15    DATE: 02/04/15**

**BIDS MUST BE RECEIVED BEFORE 2:00 P.M. CENTRAL TIME**

**DESCRIPTION: STORMWATER SERVICES & CONSULTING**

Vendor's Initials: \_\_\_\_\_